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#### Contract Database Metadata Elements

Title: **Columbia-Greene Community College and Council 66, AFSCME, AFL-CIO, Local 3662 (2007)**

Employer Name: **Columbia-Greene Community College**

Union: **Council 66, AFSCME, AFL-CIO**

Local: **Local 3662**

Effective Date: **09/01/07**

Expiration Date: **08/31/13**

PERB ID Number: **6685**

Unit Size: **57**

Number of Pages: **34**

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# **AGREEMENT**

between

**Columbia-Greene Community College**

4400 Route 23  
Hudson, NY 12534

and

**AFSCME**

American Federation of State,  
County and Municipal Employees, AFL-CIO  
Local 3662, Council 66

**September 1, 2007- August 31, 2013**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 17 2009

**ADMINISTRATION**



## **SECTION I - INTRODUCTION**

### **Article A – Purpose**

This agreement entered into by the County of Columbia, the County of Greene and the Trustees of Columbia-Greene Community College (herein collectively, “Employer”) and Local 3662 and Council 66 of the American Federation of State, County, and Municipal Employees, (herein “Union”) has as its purpose to encourage and increase effective and harmonious working relationships between the employer and the Union, to establish any equitable procedure for the resolution of differences, if any, and to recite terms and conditions of employment.

### **Article B – Recognition**

Pursuant to the Public Employee’s Fair Employment Act, Article 14, of the New York Civil Service Law, the Employer hereby recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations and settlement of grievances for all employees of the Employer, excluding part-time employees and those employees properly covered by the Faculty Association Agreement with the Employer, and also excluding those positions above the classification of Associates and excluding the Secretary of the President of the College. Unchallenged representation status is hereby granted for the maximum period permitted by law. A part-time employee is one who is regularly scheduled to work twenty or less hours per week.

### **Article C - Union Security**

1. Provided the employer has received from an employee on whose account such deductions are to be made, an executed payroll deduction card, the Employer shall deduct Union membership dues in accordance with the amount certified by the Union and shall remit the aggregate total of all such deductions to the Treasurer of the Union each payroll period.
2. An employee covered by this agreement shall be free to join or refrain from joining the Union without fear of any kind of reprisal from anyone.
3. The Employer will furnish a current copy of the Agreement to each employee affected by this contract.
4. The Employer agrees to submit to the Union yearly, with quarterly updates, a complete list of employees whose

positions are covered by this Union, including their job classification, date of hire, whether they have a dues deduction card on file, home address, whether their employment is on a permanent, temporary, or provisional basis, and their current salary.

5. Employees employed as of and after 2 September 1986 shall, if electing non-membership in the Association, pay an agency fee to the Association in accord with New York State statutes deductible without authorization and remittable in accord with paragraph 1 hereof.

### **Article D - Union Rights**

1. The Employer agrees that during working hours, with prior notice to the immediate supervisor and for reasonable periods of time on the Employer's premises, and without loss of pay, employees designated as the Union's representatives, i.e., President, Vice-President, Stewards, and Union Staff, but limited to no more than two (2) representatives from the Bargaining Unit, shall be allowed to engage in consultations with the Employer, its representatives, or an aggrieved employee concerning the enforcement of any provision of this agreement.
2. The Employer will provide a bulletin board to be used solely for the purpose of posting Union notices and bulletins.
3. The Employer shall, as required by law, make available to the President and/or Shop Steward such information as it has that is necessary in order for the Union to represent the employees in negotiations and in the processing of grievances.
4. The Union may use college facilities at all reasonable times, when appropriate space is available, for the purpose of conducting meetings and the business for which it has been organized. Such requests shall be made in accordance with standard college procedures.

### **Article E - Management Rights**

Except as limited by the specific and express terms of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law including, but not limited to, the right to determine the purpose, mission, objectives, and policies of the College; to determine the facilities, methods, means, equipment, procedures, and personnel required to conduct the College Programs; to administer the personnel system of the College, including, but not limited to, the recruitment, selection,

appointment, assignment and discipline, suspension, demotion, and discharge of employees; to direct, supervise, schedule, and assign the work force; to establish standards and criteria for performance; to maintain the discipline and efficiency of the employees and the operation of the College, and to take whatever actions may be necessary or appropriate to carry out the mission of the College. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration and the Administration shall continue to exclusively exercise such powers, duties and responsibilities during the period of this Agreement.

### **Article F - Approval**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **SECTION II - STAFF DEVELOPMENT**

### **Article A - Educational Advancement**

The Employer and the Union recognize the need for the development and training of qualified employees to fulfill the Employer's manpower requirements for maintaining the efficiency of operations, quality and service. All members of the bargaining unit are encouraged to continue their education and training in order to more effectively meet the Mission of the College.

1. Consistent with the policy of the State University of New York, the College shall cooperate in obtaining tuition waivers for employees who pursue studies in the State University of New York Systems.
2. Employees and their dependents may enroll in credit courses sponsored by the College on a tuition-free basis. Enrollment in courses during regular working hours shall be limited to one (1) class period per working day; shall not conflict with the employee's regular work schedule; shall not impair the operation of College departments/offices and will require a mutually agreed upon plan to make up the working hours lost. Employees and their dependents shall receive the same benefits (i.e., college credit, Dean's list, academic counseling,

- etc.) and penalties (academic dismissal, probation, etc.) as other college students.
3. Dependents, for the purposes of this section, are considered to be all those individuals who, as of the first day of classes, are legally considered employee dependents under IRS regulations. If a staff member dies while employed by the college, his/her spouse or dependents will be eligible for full tuition waiver under the same terms in effect at the time of death.
  4. Employees may enroll in credit-free courses, tuition free. This will be done on a space-available basis and stated class limits cannot be exceeded.
  5. Course fees (lab fees) shall be reimbursed by the College. Registration and other fees are the responsibility of the employee. N.B. trips and special events are not covered under this section.

### **Article B - Education Leave**

1. After completing five (5) years of service, any employee, upon application and with the approval of the President, may be granted a leave of absence without pay or benefits for job-related educational purposes. (Employees have the option to pay for benefits, ie: health insurance, while on leave if they desire to do so.) Such leave shall not be unreasonably denied. The period of the leave of absence shall not exceed one (1) year, but may be extended or renewed upon proper application of the employee. Upon return, employees shall be paid at the level they would have received had they been employed at the College during the leave period.
2. Such one (1) year leave of absence (with any requested extension) for job-related educational purposes shall not be provided more than once every six years.
3. On leaves of one month or less, normal fringe benefits will be continued.

## **SECTION III – COMPENSATION**

### **Article A - Salary Schedule**

1. Salaries, salary adjustments and matters of economic consideration shall be set forth on Addendum A annexed.
2. Employees eligible for shift differential shall have the differential added to their base salary.
3. Educational recognition stipends shall be added to the base as specified in Addendum C.

4. Salaries for ten (10) month employees will be pro-rated at the rate of 10/12 of annual salary.

## **SECTION IV - EMPLOYMENT POLICIES**

### **Article A - Work Schedules and Hours**

1. All employees, excluding maintenance and security, shall work seven hours per day, Monday through Friday, normally commencing between 7:30 a.m. and 9:00 a.m. (example: 9:00 a.m. to 5:00 p.m.) with one hour for lunch. **Work schedules shall be established and posted by the appropriate administrative office for maintenance and security personnel whose work week shall be 40 hours per week, Monday through Friday.** If necessary, employees may be assigned to a four-day week against the weekend. Should an employee be assigned to a four-day 35-hour week, (40-hour week for maintenance and security employees) every effort will be made to assign hours that are acceptable to the needs of the College and the individual staff member.
2. Employees other than security and maintenance employees shall be assignable to a seven (7) hour day at other than the normal hours one day per week, excluding Friday, Saturday and Sunday which assignment, if made, shall not be changed during the semester.
3. Commencing on the first Monday of June and ending on the 2nd Friday of August, all employees covered by this agreement shall be on a summer schedule. Employees will work a 35-hour week beginning at 8:00 a.m. Monday through Thursday as assigned by their immediate supervisor. Maintenance and security employees shall work 40-hours per week. A four-day work week, against the weekend, shall be assigned by their immediate supervisor. A Monday through Friday, five-day work week may be assigned when there is a mutual advantage to, and joint agreement between, the College and the affected employee. The assignment will be reported to the Union.
4. Vacation and sick days taken during the four-day week shall be charged at the rate of 1.25 days.

### **Article B - Overtime**

1. Employees who work supervisor approved overtime shall be compensated at the appropriate premium rate for all hours over the normal work day or work week (except as indicated in Section IV, E and Section IV, G.3). All employees (including



- maintenance) shall have overtime entitlements listed on their payroll time sheets. Compensation shall be included in the payroll check applicable to the time period in which the overtime was worked. The appropriate premium rate shall be one and one-half (1 1/2) times the applicable hourly rate.
2. Consistent with operational requirements, opportunities to work overtime (as specified by the appropriate supervisor) shall be distributed equally among employees within the same job classification or department qualified to do the work.
  3. An employee who declines an overtime opportunity shall be considered to have worked that overtime for the purpose of determining equitable distribution.
  4. The equitable use of overtime shall be reviewed quarterly by the Union together with the Director of Human Resources, to evaluate the equitable distribution of overtime.
  5. Holidays, sick days, personal days or vacation days taken during the week are to be considered as hours worked when considering overtime.
  6. For the purpose of preplanned overtime (for example - registration) employees shall be surveyed at least forty-eight (48) hours in advance of such functions in order to ascertain their willingness to work such overtime. If forty-eight (48) hours notice is not possible, employees will be contacted as soon as possible.
  7. At the option of the employee (indicated by the employee on his/her time sheet) overtime hours may be taken in compensatory time at the rate of time and one-half hours of each overtime hour worked. Compensatory time may accumulate to the current legal maximum, shall be taken only with the prior approval of the employee's immediate supervisor within the fiscal year in which earned and, if not taken shall be paid for during the last pay period of the fiscal year in which earned or no later than the second pay period of the following fiscal year.

## **Article C –**

### **Required Overtime –**

When overtime is required for registration, College Nights Commencement, or contiguous emergencies, pay at the appropriate premium rate for the number of hours worked shall be allowed. Such overtime work periods shall be a minimum of two (2 1/2) hours.

### **Requested Overtime –**

The college shall provide a meal allowance for those employees who actually work overtime at the college from 11 am until 1pm or later for lunch and 5 pm until 7 pm or later for dinner. The allowance will be an additional one hour at the premium rate.

### **Article D - Call Time**

1. When an individual is called to work from his/her residence outside his/her regularly scheduled work week (and this period is not contiguous to his/her normal work day, (for example an isolated period in the evening or on a non-scheduled Saturday or Sunday) he/she shall be compensated for a minimum of four (4) hours at the appropriate premium rate. If the period exceeds four (4) hours, he/she shall be compensated for hours worked at the appropriate premium rate.
2. Should a person be called within four (4) hours of the start of his/her shift, these duties shall be extended to be contiguous with his/her normal work day, and he/she will be reimbursed at the appropriate premium until the start of his/her normal work shift.

### **Article E - Snow Days and Emergency Closings**

1. When classes are canceled due to inclement weather, or when the College is closed as announced by the Administration, usually on local radio stations, all unit employees not listed in Article E-3 are not required to report to work and shall be paid as if that employee had reported to work and shall receive full compensation without charge to any accumulated leave credits.
2. These personnel shall be expected to report to their designated office notified by the Administration or by the time announced by the local radio stations on any day classified as "late opening".
3. Security and maintenance personnel are not excused on snow days or emergency closings. However, the Employer shall make reasonable allowances (up to 90 minutes) for traveling time for these individuals, and will provide hour for hour compensation for time worked on snow days or emergency closings in addition to regular pay. In those cases where the employee does not report for duty, he/she shall be charged with leave credits to avoid loss of pay. The supervisor can require good and sufficient reason for

absence after two consecutive missed snow days or emergency closings.

4. Official School Closing can only be determined by the President of the College or his designee. Department closings are not to be considered as an Official School Closing and will be charged against accrued leave time.

### **Article F - Tardiness**

Any employee finding it necessary to be tardy should notify his/her supervisor or department head of such tardiness and the reason. In the event of transportation breakdowns, severe storms, or other catastrophes, tardiness will be excused without charge against accumulated leave credit. Repeated tardiness, as reported by the appropriate supervisor, may result in disciplinary action according to Article G.

### **Article G - Discipline and Discharge**

1. All employees covered by the Agreement shall have the right to Union representation in disciplinary matters. The policy of corrective disciplinary action shall be followed when imposing discipline on an employee. That is, the discipline is designed to correct and not simply to punish an employee's behavior. To that end the following procedures are agreed to.
2. Unless otherwise agreed to by the Parties, The following steps shall be taken in order by the appropriate supervisor or Dean.

|          |                                 |
|----------|---------------------------------|
| Step I   | Oral Reprimand                  |
| Step II  | Written Reprimand               |
| Step III | Suspension with written notice. |
| Step IV  | Discharge                       |
3. In cases where an employee's continued presence on the job will constitute a clear danger to that employee, other college personnel, or the health or safety of the public, the College may at any time require that employee to not report to work, without pay and fringe benefits.
4. If the Employer has reason to formally reprimand an employee, this shall, insofar as practicable, be done in a manner that will not embarrass the employee before other college personnel or the public.
5. No employee will be disciplined or discharged or formally reprimanded without just cause, and the Employer will immediately notify the Union in writing of any discipline or discharge.

6. No employee who has completed the probationary period will be disciplined or discharged more than twenty (20) working days after an occurrence of an act or after the occurrence of the act is known by a person who can take or recommend disciplinary action.
7. In imposing subsequent discipline steps, the employer shall take into account only those actions that have occurred within twelve (12) months of the prior imposition of discipline.
8. Shift, job assignment, transfers, or reassignments shall not be made for the purpose of imposing discipline.

## **Article H - Employee Status**

1. A new employee will be on probation for four (4) months and may be terminated during the probationary period without recourse to the grievance procedure hereunder.
2. Any changes in an employee's status (including salary, job title, work schedule, job descriptions as filed with the Columbia County Civil Service Commission, duties, benefits, transfers, etc.) will be sent in writing to the employee concerned and the President at least thirty (30) working days prior to such changes. This time limit may be waived by mutual consent of the parties.
3. Temporary employees may be employed in cases where it is known that a full-time position will be vacant for a period not to exceed one (1) year (extendible to cover leave extensions) or when a position is made available through grant-in-aid or similar funding.

## **Article I - Promotion/Filling of Competitive Class Vacancies**

The normal procedure utilized by the Columbia County Civil Service Commission will guide in promotion and filling of competitive class vacancies.

## **Article J - Promotion/Filling of Non-Competitive Class Vacancies**

Whenever appropriate, the College shall follow a policy of internal promotion. In order to be eligible for promotion, an employee must meet the minimum requirements of the job. Seniority, education, training and relevant experience will be the major factors in making internal selections. Nothing in this article is to be construed as binding the College to select persons from within the Unit where there is no one who can meet the above

qualifications. The College may seek outside candidates who demonstrate clearly superior qualification.

### **Article K - Titles and Recognition of Job Duties**

Eligibility for a higher level will be negotiated between the union and college administration.

Assistant to Associate or Tech I to Tech II - \$1250

Associate to Senior Associate or Tech II to III - \$1750

Civil Services Titles – Increase will apply but titles will not change.

### **Article L - Consolidation or Elimination of Jobs**

Service of any member covered by this agreement may be terminated in the event of financial or program retrenchment or other reason. In any consideration of job elimination, seniority within the particular job classification will prevail. In the event of any consolidation or elimination of jobs, the Union shall be notified in writing twenty (20) working days prior to any implementation of such change. Such persons displaced would then have priority in the event of reinstatement of the position for a two (2) year period.

### **Article M - Changes in Job Specifications**

1. Whenever the specifications of any existing position or title are changed, the College, after consultations with the Union, may designate new specifications for the position or title. The new specifications for any new and/or existing position must be signed off by the College President, Contract Administrator, Appropriate Dean and Union President.
2. The College shall consult with the Union thirty (30) working days prior to the implementation of any proposed changes.
3. If the specifications for the position have materially changed, then the Parties shall meet to discuss an appropriate rate of compensation for the position.

### **Article N - New Positions**

If the College henceforth proposes to create a non-academic, non-supervisory position not expressly described by the title in the recognition clause, the College will give the Union twenty (20) working days written notice prior to actually creating the proposed position and, if the Union desires, will consult with the Union so that the Parties may endeavor to reach agreement

concerning unit inclusion or exclusion and, if inclusion, the position's appropriate rate of pay and other terms, if any, not covered by the collective bargaining agreement.

### **Article O - Temporary Assignments**

Any permanent employee temporarily assigned to work in a higher classification shall be paid the wage rate established for that job, or if a permanent employee is temporarily assigned to a lower or the same classification, his or her own wage rate, or whichever one is higher, shall be paid. A temporary assignment is defined as more than one week but less than six months exclusive of normal vacation time.

### **Article P - Seniority**

1. At the time when an employee's appointment becomes permanent, seniority will be established on the employee's length of service since date of hire. All services, except for breaks in continuous services not covered by leaves of absence, shall be included in this determination. When the above definition conflicts with Columbia County Civil Service Rules, an alternative seniority list will be established for utilization in Civil Service action based on Civil Service requirements.
2. When a dispute arises between two or more temporary employees concerning a section of this Agreement where seniority would ordinarily be controlling, the dispute shall be resolved by considering the length of college employment of said employees.
3. Should a vacancy occur in a maintenance or security position, employees on other shifts shall, if fully qualified to perform the work, be permitted to request transfer into the vacancy on a seniority basis.

### **Article Q - Permanent Transfers**

1. Permanent lateral transfers may be made as determined by the employer within the competitive or non-competitive classification. If a vacancy resulting from such transfer is to be filled on a permanent basis, Article I or Article J of this Section shall apply. Transfer shall firstly be on a voluntary basis.
2. In cases of voluntary transfers involving more than one employee, the employee with the greatest seniority will be transferred.
3. In cases of involuntary transfers the employee(s) with the

- lowest seniority will be transferred.
4. Voluntary transfers may be requested in cases where no vacancy exists. Such transfers normally will be approved provided a mutuality of interest exists on the part of all employees and supervisors concerned.
  5. Employees who may be affected by the procedure in Article P.3 shall be notified in writing, with the reasons for transfers, twenty (20) working days prior to any change taking place.
  6. Whenever the opportunity for transfers exists, the Employer shall post the position on the bulletin board and notify the various work areas.

### **Article R- Leave Replacements**

When a temporary vacancy is filled by a permanent employee and that temporary vacancy is ended by the return of the employee whose leave created the vacancy, the permanent employee who filled the temporary vacancy may return to his/her permanent position. The vacancy created by the transfer of the permanent employee shall not be posted for bid, but may be filled by involuntary transfer or employment of temporary employees. A permanent employee bidding into a temporary position will be paid the rate of the temporary position.

## **SECTION V - LEAVE ENTITLEMENTS**

### **Article A - Holidays**

1. All employees shall receive the following paid holidays:
  - New Year's Day
  - Martin Luther King's Birthday Observance
  - President's Day Observance
  - Memorial Day Observance
  - Independence Day
  - Labor Day
  - Veteran's Day (to be used on working day after Christmas observance)
  - Thanksgiving Recess (W,TH,F)
  - Christmas Day
2. When a holiday falls on Saturday, the previous Friday shall be observed; when a holiday falls on Sunday, the following Monday shall be observed.
3. The College shall be closed from the day before Christmas through the New Year's observance. Each employee shall use

the Veteran's Day holiday for the working day after the Christmas observance.

4. In the event an employee is required to work on a holiday, he/she shall receive one and one-half (1 1/2) times his/her hourly rate plus one day of vacation thereafter.
5. Where the needs of the College calendar conflict with the above days, the Employer will consult with the Union prior to designating a substitute holiday.
6. The College will be closed for a Mid-Summer Recess during week that July 4th occurs. Examples: if July 4th is a Saturday, the College will be closed from June 29-July 3; if July 4th is a Sunday, the College will be closed July 5-9th.
7. Whenever the Academic Calendar includes holidays not listed above, the College and the Union will meet to discuss whether the College will be closed for all employees. If an employee(s) needs to work on the agreed holiday, they will be given a substitute day off.

## **Article B - Leave Units**

All leave units (sick, vacation, personal, bereavement) shall be taken in minimum units of one-half (1/2) day.

## **Article C - Sick Leave**

1. Each full-time employee shall receive one (1) working day of sick leave for each one month of permanent service. On August 31 of each year, unused sick leave shall be added to each employee's previous accumulation. Such accumulation shall be unlimited; however, use of any accumulation over one hundred and fifty (150) days shall be limited to catastrophic illness (example: serious accidents, heart ailments, cancer, etc.). An employee may use accumulated sick leave when necessary to attend to the illness of a spouse, child, parent or member of the immediate household.
2. The President may, in special circumstances, grant employees (other than persons having temporary appointments) sick leave with pay beyond the employee entitlement, not to exceed an additional twenty (20) days.
3. Where an employee has demonstrated a pattern of sick leave abuse during a calendar year, the employee shall be counseled by the supervisor and/or department head. The College shall notify the employee and the Union in writing that the employee may be required to provide a Doctor's certificate if the pattern of sick leave abuse continues.



## **Article D - Personal Leave**

1. Employees shall be allowed four (4) personal days per year. Personal leave may be used before and/or after a vacation day or holiday.
2. Two personal days shall be credited on September 1 and two personal days shall be credited on February 1.
3. Personal leave is not cumulative beyond the end of the College fiscal year ending August 31; unused personal leave shall be credited to the employee's accumulated sick leave at the end of each fiscal year.

## **Article E - Bereavement Leave**

1. An employee will be entitled to a paid leave of absence to a maximum of four (4) days, as actually needed and used by the employee, for funeral arrangements or attendance due to death of his/her father (natural, step or foster), mother (natural, step or foster), father-in-law, mother-in-law, brother, sister, wife, husband, child, brother-in-law, sister-in-law, or grandparent, or significant other. Bereavement leave shall be available for each death. The College may grant bereavement leave for persons other than those listed above, after application to the Director of Human Resources.
2. If more time is needed during any specific bereavement period (due to travel time or any other legitimate reason), the employer shall allow the employee to draw from personal or vacation leave credits. If the employee has no such leave credits the Employer may advance them to the employee, or shall allow the employee a leave of absence without pay.

## **Article F - Jury Duty**

1. Any employee, regardless of his/her work shift, who is called for jury duty, and upon prior notification to the Employer, shall be excused from work for the days on which presence in court is actually required. The employee shall receive for such day of jury service, the difference between an ordinary day's pay and the payment received for jury service.
2. To qualify for this payment, the employee shall present proof of his/her required attendance and the amount of pay for jury service.
3. When an employee serving on a jury panel is temporarily excused so that he/she is not required to be at court, the employee shall promptly return to employment at the College.
4. There shall be no charge to an employee's leave credits on the

days he/she is required to serve or appear.

### **Article G - Military Leave**

1. Bargaining unit members may take involuntary leaves of absence to perform temporary active duty with Reserve or National Guard units. During such leaves of absence and while engaged in the performance of such military duty, an employee shall be paid his/her salary as listed below.
2. For the first two weeks, the Bargaining Unit member shall receive full pay from the College. After two weeks, the college will reimburse member the difference of military pay. (Example: Member normally receives \$300 pay per week from college. After the first two weeks, if military pays \$150, college will pay the difference of \$150 to bring the total to \$300 salary per week).
3. An employee shall in no way be prejudiced against for belonging to the Reserve or the National Guard, or for fulfilling their responsibilities thereto.

### **Article H - Leaves Without Pay**

1. Leaves of absence without pay, not to exceed three (3) months, may be granted at the discretion of the Employer. Requests for such leave shall be filed by the employee with the appropriate Dean stating the reason and the expected duration of the proposed leave. The appropriate Dean shall respond, in writing, within seven (7) calendar days of the receipt of said request.
2. None of the above leave days shall be chargeable against any earned vacation days.
3. There shall be no accrual of sick leave entitlement or vacation entitlement on a leave without pay.
4. Leaves of absence for illness or injury may be granted upon application as in Article H (1) and shall not unreasonably be denied. Except in emergencies, the employee shall provide the Employer a written statement signed by his/her physician prior to the inception of the leave. The leave shall not exceed six (6) months but may, upon request, be extended or renewed, at the discretion of the College President.

### **Article I - Maternity Leave**

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from, are for all job related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick

leave plan available in connection with employment.

Employment policies involving matters such as the commencement and duration of leave, the availability of extension, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they apply to other temporary disability.

Employees may use accumulated sick leave for days they are totally disabled as determined by their physician's written notice. After such time, employees may use accumulated vacation, personal or compensatory time while on a maternity leave.

When the term of the disability ends, the employee may request an unpaid maternity leave of absence not to exceed one (1) year. Employees shall provide to the employer a statement from their physician confirming the beginning and termination of the temporary disability period.

### **Article J - Family Medical Leave**

Nothing contained in this provision shall otherwise limit the obligations of the employer or the employee under the provision of the Family Medical Leave Act.

Family leave shall be granted to an eligible employee to a total of twelve work weeks of leave during any twelve month period for the following:

- a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- b. Because of the placement of a son or daughter with the employee for adoption or foster care.
- c. In order to care for the spouse, son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

This unpaid leave shall begin after the employee has exhausted all his/her accumulated leave credits.

The College shall maintain coverage for health and dental

insurance to an employee on Family Leave pursuant to this section for the duration of the twelve-week period and under the conditions coverage would have been provided if the employee had continued in employment continuously for the duration of such leave. The employee shall be entitled to be reinstated at the same or higher pay grade as when the leave was granted.

### **Article K - Union Business Leave**

Officers and Stewards of the Union, who are designated to attend any convention, meeting, conference, or workshop sponsored by the Union shall be permitted to attend such functions and shall be granted the necessary time off without loss of either time or pay, up to three (3) working days per year. Five (5) days prior notice to the employee's immediate supervisor shall be required.

### **Article L - Unused Leave Liquidation**

1. Employees shall receive payment for any accumulated unused vacation leave when they are permanently separated from employment. The amount of payment for all unused vacation leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. In the event of death, payment is to be made to the estate of the employee.
2. Employees shall be paid at the rate specified in paragraph 1 above for all accumulated sick leave (to a maximum of 90 days) when they are permanently separated from College employment after at least ten years of service.

## **SECTION VI - VACATION**

### **Article A - Vacation Entitlement**

1. Vacation shall accrue quarterly at the rate of one-fourth (1/4) the annual entitlement on the first of the months of September, December, March and June.
2. A new employee may accrue but may not take vacation until after six (6) months service at the College.
3. Vacation shall be pro-rated for the first and last quarters of service for new employees at the College and at the rate of 10/12 of the annual entitlement for 10-month employees.
4. Employees shall receive vacation according to the following schedule:

- 1 - 3 years service: 10 work days (2 1/2 per quarter)
  - 3 - 5 years service: 12 work days (3 per quarter)
  - 5 -10 years service: 14 work days (3 1/2 per quarter)
  - 10 or more yrs service: 16 work days (4 per quarter)
5. In the year in which the employee leaves the service of the College for any reason, including death, the employee or his/her estate shall be paid for all unused vacation time.

### **Article B – Associate/Tech II and Assistant/Tech I**

All employees holding title of Associate/Tech II shall receive one and one-quarter (1 1/4) additional days vacation per quarter and all employees holding title of Assistant/Tech I shall receive one (1) additional days vacation per quarter in addition to the schedule listed in Section VI 4.

### **Article C - Timing**

1. All vacations shall be taken in the fiscal year during which the employee becomes entitled thereto, and no more than ten (10) days of such vacation shall be carried over from one year to another. Any vacation carried over from one year to another will be reported to the Human Resources Department by the department head. In no instance will more than ten (10) days vacation time be carried beyond the fiscal year except in special cases where individuals have been unable to take vacations due to scheduled work of the College and then only with the approval of the appropriate Dean and the President of the College. Unless the carry over is approved as above, the employee must be given the time off.
2. Total years of service to the College will be utilized as the criterion in the scheduling of preferred vacation time with a department.
3. Ten month employees must have the Supervising Dean's approval for vacation time off while classes are in session.

## **Section VII - Fringe Benefits**

### **Article A - Health Insurance Benefits**

1. For the term of this agreement the Employer will continue in effect all existing insurance programs at the benefit levels presently in effect for those bargaining unit members who qualify under such programs.
2. In the event of a change of health insurance carriers or the election by the Employer or either County to self-insure any

one or more of the coverage's provided, such change shall be made only after sixty (60) days notice to and subsequent consultation with the Unions. The benefits thereafter provided by the new carrier or under a self-insured program shall be substantially equal to or better than the benefits provided by the coverage in effect at the time of such change.

3. Employees whose initial employment is as of and subsequent to 4 September 2007 shall contribute 20% of the annual premium cost, to a maximum annual contribution of \$1000 for single coverage; \$2000 for two person coverage and \$3000 for family coverage, each year for the first five years of their employment (or for the first 60 months of participation in a plan they originally opted out under Article A, #4 below) following which the full premium cost shall be paid by the College.
4. Each employee eligible for health insurance coverage (except employees whose spouses are also eligible for coverage) may elect to refuse participation and provide for their own health insurance. The College will place \$40.00 in a trust account for each month that an employee is eligible but does not elect coverage and pay over such funds so accumulated to the employee by December 15 of each year or upon termination.

Those employees who waive coverage at time of hire and now choose to elect coverage, will be processed in the next annual open enrollment, if a qualifying event has not occurred. (ie: marriage, birth, adoption of child, legal guardianship or involuntary loss of coverage.)

5. Employees whose spouses are also employees by the College and are eligible for coverage may elect either two policies providing individual coverage or one policy with individual and dependent coverage.
6. An employee, eligible for benefits under his/her respective retirement plan, shall be entitled to health insurance following retirement upon the following terms and conditions:
  - a. To be eligible, the employee must have been employed by the College twenty (20) or more years for employees hired as of 4 September 2007 or after, fifteen (15) or more years if employed after 2 September 1986 and ten (10) or more years for employees employed prior to 2 September 1986.
  - b. The College shall provide individual coverage without cost to the retirees. Dependent coverage shall be available at full cost to the retiree. The retiree's insurance coverage

shall terminate with his/her obtaining such coverage in subsequent employment.

- c. Retirees will continue to receive health insurance during retirement on the same terms and conditions as existed at the time of their retirement.

### **Article B - Dental Plan**

The College shall make available to all employees a group dental plan. This plan shall include basic and orthodontic services.

1. The College shall pay 90% of the employee's premium for the plan.
2. The College shall pay 75% of the premium for all dependents in the plan.
3. In situations where both spouses are employees of the College, the College shall pay 90% of the premium for one employee and 75% of the premium for the second employee.

### **Article C - Eye Care Plan**

The College shall make available to all employees a basic group eye care plan as provided by the NYS Business Council. This plan shall be paid in full by the College.

### **Article D - Term Life Insurance**

The College, for the duration of this contract, shall offer to the employees a term life insurance policy equal to one times their annual salary. The College shall fund this benefit for all employees. Exact limitations, benefits, etc. shall be identified in the written policy, filed in the Personnel Office of the College.

### **Article E - Retirement Program**

Provided the employee is eligible under the language of the particular plan, all employees shall be entitled to the benefits of either the New York State Teachers Retirement System (TRS), New York State Employees Retirement System (ERS), or the optional retirement program, as the case may be.

Employees will be notified of the existence of these options at the time of permanent employment. This benefit shall be Employer paid, except as consistent with New York State regulations.

### **Article F - Disability/Worker's Compensation**

1. The Employer will, at no cost to any employee, provide benefits under the New York State Disability Benefit Law.
2. The Employer shall provide coverage under the Worker's Compensation Law of New York State.

## **Article G - Travel**

1. When an employee is authorized to use and uses his/her own automobile on official College business, in lieu of public or College transportation, he/she shall be reimbursed at the established College rate.
2. Further, employees traveling on authorized College business may be reimbursed for meals (\$6.00 - breakfast; \$8.00 - lunch; \$16.00 - dinner), bridge and parking; highway tolls; motel (if the business requires an overnight stay); and other reasonable expenses; upon presentation of receipts and including tips.
3. An employee shall in no way be prejudiced against for refusing to use his/her personal car on College business.

## **Article H - Uniform Assistance**

1. Security personnel who are required by the College to wear a uniform while on duty shall annually be supplied with one spring weight and one winter weight uniform as designated by the College.
2. Cleaning is the responsibility of the employee. Replacement at times other than specified above is the responsibility of the employee.
3. The College will keep a supply of uniforms for maintenance where they may be required.

## **Article I - Retiree Recognition**

1. Retirees with 20 or more years of service will be recognized with their names on a plaque.
2. Retirees and their dependents may enroll on a space-available basis in credit and non-credit courses, tuition free.
3. Retirees are eligible for the same extra curricula benefits (and ID cards when available) as current staff (e.g., reduced prices for events).

# **SECTION VIII - GRIEVANCE PROCEDURE**

## **Article A - Settlement of Disputes**

A grievance is defined as a dispute, claim or complaint involving the interpretation or application of a term or provision of this Agreement initiated by an employee, the Union or the Employer.

General Principles

1. The primary purpose of the grievance procedure is to secure, at the earliest step possible, equitable solutions to grievances.



- Proceedings under this section shall be kept as informal and confidential as may be appropriate.
2. In the event a grievant is unable to informally resolve a grievance at Step One, he/she may thereafter be represented by the Union, or he/she may present the grievance without representation, but the adjustment of the grievance may not be inconsistent with the terms of the Agreement.
  3. The failure to exhaust remedies under the grievance procedure or to abide by the time limits set forth in this section shall, unless expressly waived, constitute a conclusive waiver or abandonment of a grievance. However, settlement or abandonment of a grievance shall not constitute a precedent.
  4. At any step, the failure of an administrator to communicate his/her decision as required by those procedures, shall permit the Grievant and/or the Union to proceed to the next level.
  5. Grievances shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.
  6. If a grievance is filed on or after June 1, which if left unresolved could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible. Time limits must be agreed to in writing by both parties or the specified time frames in the contract will be binding.
  7. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Third Step.
  8. Any party shall have access upon request to any written statement or records which shall be presented as evidence by the other Party at any hearings provided by the agreement in advance of said hearing.

## **Article B - Grievance Procedure**

1. Step One: Prior to invoking the grievance procedure at Step Two, an individual with a grievance shall first discuss it with the appropriate administrative supervisor or his/her designated representative, the object being to resolve the grievance informally.
2. Step Two: If the grievance is not satisfactorily adjusted at Step One, or if no decision is rendered within three (3) working days following the conclusion of the above mentioned informal

procedure, the aggrieved may invoke this level of the grievance procedure by submitting his/her grievance, in writing, to the Union. The grievance shall be submitted to the appropriate administrative supervisor (or to the employee's immediate supervisor) within eight (8) working days after the earlier mentioned informal discussion has occurred. The Union or the grievant may request a meeting with the Contract Administrator and the appropriate administrative supervisor or the immediate supervisor prior to making his/her decision. The decision shall be rendered in writing within five (5) working days following submission of the written grievance. A grievance unanswered within the time period is deemed denied and permits the grievant to proceed.

3. Step Three: If the individual grievant or the Union desires to appeal the written decision or the unanswered grievance in Step Two of the appropriate administrative supervisor or his designee, then within five (5) working days of receiving the written decision, or the unanswered grievance in Step Two, an appeal in writing may be submitted to the President, and it shall set forth specifically the basis of the grievance. The President or his representative shall, if requested, meet with the grievant within ten (10) working days following the receipt of the request to meet. The President or his/her designee shall promptly prepare a written report of the meeting, including any agreement reached, or if the matter is not resolved, his/her answer to the grievance, copies of which shall be sent to the aggrieved individual and the Union.
4. Step Four: Binding arbitration may be invoked pursuant to the Rules of the Public Employment Relations Board (PERB)
  - a. Arbitration costs will be shared equally by the Union and the Employer.
  - b. The decision of the arbitrator shall be final and binding.

## **Section IX – Miscellaneous**

### **Article A - Procedure and Obligation**

This Agreement may be amended or supplemented only by further written Agreement between the Employer (and sponsors) and the Union. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desired; but the other Party will not be obliged to discuss or agree to such proposed amendment or supplement.

**Article B - Maintenance of Benefits**

Any benefit or benefits which are recognized by ordinance, regulation, or practice, presently enjoyed by the employees covered by this agreement shall continue to remain in force subject to the terms of the appropriate Articles of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement, such benefit will be retained and remain in force; however, the College may for just and reasonable cause, as determined by the College, revoke such benefits that are not specifically enumerated in the contract.

**Article C - Coordination of Union Activities**

Regular monthly meeting will be established between the President of the Union and the Contract Administrator to discuss items of importance.

**Article D - Subcontracting**

During the term of this Agreement, if the Employer intends to contract out or subcontract any work (1) while union employees who could do the work are on layoff; (2) that would result in any union employees getting laid off; or (3) that would leave a line item position vacant (unfilled) that could perform the subcontracted work; the Employer will give the Union ninety (90) days written notice of such intent and, if the Union so desires, will discuss the concept with the bargaining unit representative.

**Article E - Non-Discrimination**

The provision of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination.

**Article F - Savings Clause**

If any part of this Agreement shall be adjudged to be in violation of any law, or if adherence to or enforcement of any provision shall be restrained by a Court of Law, the remaining provisions of the Agreement shall not be affected.

**Article G - Duration of Agreement**

1. Except as otherwise stated, this Agreement shall become effective on September 1, 2007 and continue in full force and effect through August 31, 2013. This Agreement shall automatically renew itself for successive one year periods, unless, not later than January 1, 2013 or no later than the January immediately preceding a successive expiration day, either party gives the other a written notice that it elects to

modify or terminate it.

2. In the event that such notice is given, this Agreement shall remain in full force and be effective during the period of negotiations and until a new agreement has been negotiated and implemented by the parties.

IN WITNESS' WHEREOF the parties have canvassed this Agreement to be executed in the manner following:

## **COLUMBIA-GREENE COMMUNITY COLLEGE**

BY: [Signature] BY: [Signature]  
Chairman, Board of Trustees Chairman: Greene County  
Legislature

BY: [Signature] BY: [Signature]  
President: Columbia-Greene Chairman:  
Community College Columbia Co. Board of  
Supervisors

## **Local 3662 and Council 66**

### **AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

BY: [Signature] BY: [Signature]  
David Cucinotta, Kenneth Larkin,  
President Area Representative

## **Addendum A**

### **Salary Increases**

Effective September 1, 2007, all returning bargaining unit employees 2007-08 base salaries as of August 31, 2007 shall be increased by the sum of 2% plus \$500.

Effective September 1, 2008, all returning bargaining unit employees 2008-09 base salaries as of August 31, 2008 shall be increased by the sum of 2% plus \$600.

Effective September 1, 2009, all returning bargaining unit employees 2009-10 base salaries as of August 31, 2009 shall be increased by the sum of 2% plus \$ 700.

Effective September 1, 2010, all returning bargaining unit employees 2010-11 base salaries as of August 31, 2010 shall be increased by the sum of 2% plus \$ 800.

Effective September 1, 2011, all returning bargaining unit employees 2011-12 base salaries as of August 31, 2011 shall be increased by the sum of 2% plus \$ 900.

Effective September 1, 2012, all returning bargaining unit employees 2012-13 base salaries as of August 31, 2012 shall be increased by the sum of 2% plus \$ 1000.

## Addendum B

Minimum/maximum salaries for all twelve (12) month employees hired as of and after September 1, 2007, shall be as follows:

|   | Levels | 2007     | 2008     | 2008     | 2009     | 2009     | 2010     |
|---|--------|----------|----------|----------|----------|----------|----------|
| Titles  |        | Minimum  | Maximum  | Minimum  | Maximum  | Minimum  | Maximum  |
| Account Clerk, Clerk/Typist<br>Telephone Operator<br>Data Base Clerk                          | 1      | \$21,300 | \$22,800 | \$21,700 | \$23,200 | \$22,100 | \$23,600 |
| *Stenographer, Senior Typist<br>Senior Clerk<br>Security/Cleaner                              | 2      | \$21,800 | \$23,300 | \$22,200 | \$23,700 | \$22,600 | \$24,100 |
| Assistant<br>Technical Assistant<br>I, *Sr. Stenographer<br>General Mechanic                  | 3      | \$22,400 | \$23,900 | \$22,800 | \$24,300 | \$23,200 | \$24,700 |
| Associate, Technical Assistant II<br>Head Maintenance Worker<br>Building Maintenance Mechanic | 4      | \$25,600 | \$27,100 | \$26,000 | \$27,500 | \$26,400 | \$27,900 |

|   | Levels | 2010     | 2011     | 2011     | 2012     | 2012     | 2013     |
|---|--------|----------|----------|----------|----------|----------|----------|
| Titles  |        | Minimum  | Maximum  | Minimum  | Maximum  | Minimum  | Maximum  |
| Account Clerk, Clerk/Typist<br>Telephone Operator<br>Data Base Clerk                          | 1      | \$22,500 | \$24,000 | \$22,900 | \$24,400 | \$23,300 | \$24,800 |
| *Stenographer, Senior Typist<br>Senior Clerk<br>Security/Cleaner                              | 2      | \$23,000 | \$24,500 | \$23,400 | \$24,900 | \$23,800 | \$25,300 |
| Assistant<br>Technical Assistant<br>I, *Sr. Stenographer<br>General Mechanic                  | 3      | \$23,600 | \$25,100 | \$24,000 | \$25,500 | \$24,400 | \$25,900 |
| Associate, Technical Assistant II<br>Head Maintenance Worker<br>Building Maintenance Mechanic | 4      | \$26,800 | \$28,300 | \$27,200 | \$28,700 | \$27,600 | \$29,100 |

## **Addendum C**

### **Article A - Educational Recognition**

The Employer shall annually pay unit employees who have been awarded an approved degree or certificate, an educational recognition stipend based on the following schedule:

|                             |                          |
|-----------------------------|--------------------------|
| One Year Certificate \$ 125 | Bachelor's Degree \$ 325 |
| Associate's Degree \$ 225   | Master's Degree \$ 425   |

Such an educational recognition stipend shall be added to the employees basic rate of pay following completion of the degree or certificate and only at the level of the higher degree.

### **Article B - Computation of Hourly Pay Rate**

The following computation will be used to determine the hourly rate for twelve (12) month employees:

|  |              |  |
|--|--------------|--|
| Annual Salary  | Straight     | Example:                               |
| # of working days (260) * 7 hours (8 hrs maintenance and security) |              |  |
| Time Hrly Rate   | \$ 10,445.00 | = \$ 5.74 hrly rate 260 days X 7 hours |

The computation for ten (10) month employees will be based on 215 working days.

### **Article C- Shift Differential**

Second and third shift employees in maintenance, security, and switchboard, for services of at least 1/2 shift (4 hours) between the hours of 3:00 pm and 7:00 am shall receive, in addition to their regular pay for the period, an additional twenty-five cents (\$.25) per hour.

### **Article D – Recognition of Years of Service**

Each staff will receive a longevity check starting at 10 years of service and continuing at 5 years intervals. Payment will be made on the next payroll following the employee's anniversary date.

Example: 10 years of service, \$500  
 15 years of service, \$750  
 20 years of service, \$1000  
 25 years of service, \$1250  
 30 years of service, \$1,500  
 35 years of service, \$1,750

For the first year of this contract, 2007-08, each employee will receive a longevity check.



### **Article E – Staff Recognition**

Each September 1<sup>st</sup> all 10 & 12 month staff will receive a Staff Recognition Stipend.

|         | 2007 | 2008  | 2009  | 2010  | 2011  | 2012  |
|---------|------|-------|-------|-------|-------|-------|
| Level 1 | n/a  | \$500 | \$600 | \$600 | \$700 | \$700 |
| Level 2 | n/a  | \$400 | \$500 | \$500 | \$600 | \$600 |
| Level 3 | n/a  | \$300 | \$400 | \$400 | \$500 | \$500 |
| Level 4 | n/a  | \$200 | \$300 | \$300 | \$400 | \$400 |

### **Article F - Other Duties**

An employee whose duties have been designated to include those of water, wastewater treatment operator, or boiler operator shall be paid an annual stipend of \$750. These duties will be incorporated into future revisions of the appropriate job descriptions.

### **Article G - Other (me too....)**

Both parties agree to a "me too" clause with other bargaining unit employees of the employer for a health plan superior to the benefits contained herein for the term of this Agreement. No health plan changes shall go into effect until all bargaining unit contracts of the employer has been finalized.

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